

## LIMITED DEFENSE PRODUCTS WARRANTY POLICY

Prestolite Electric Incorporated (hereafter "Prestolite") warrants each Prestolite product to be free of defects in material or workmanship under normal use and service. This Limited Defense Products Warranty applies only to products supplied to the Government and Prime Contractors.

The length of the Warranty Period shall be twelve (12) months after acceptance of the product by the Government.

This warranty covers products manufactured by Prestolite and sold under the tradenames PRESTOLITE®, LEECE-NEVILLE®, LOADHANDLER®, and TREKSTAR™.

This warranty does not apply if in the sole judgement of Prestolite, the product has been consumed, subject to accident, faulty repair, improper adjustment, installation, lubrication, or wiring; neglect, misuse; or is caused by failure of a part not manufactured by Prestolite. Also excluded from this warranty are parts subject to normal wear (i.e. bearings).

This warranty shall not apply if any Prestolite product is used for a purpose for which it is not designed or altered in any way so as to affect adversely its performance and reliability. Prestolite reserves the right to examine products or parts to confirm that the part has failed as the result of material or workmanship. Transportation for products and parts submitted to Prestolite for warranty consideration must be prepaid. Repaired or replaced Prestolite parts will be returned, transportation and handling charges collect. No charge will be made for labor or material in effecting such repairs.

The obligation of Prestolite under this Defense Products Warranty is limited to making good by repair or replacement as Prestolite deems most appropriate. This Defense Products Warranty does not apply to products or parts where adjustments will correct the alleged defect.

Prestolite neither assumes nor authorizes any other person to assume on its behalf any other warranty or liabilities in connection with Prestolite products.

**THIS WARRANTY DOES NOT APPLY TO LOSS OF THE VEHICLE OR EQUIPMENT, LOSS OF TIME, INCONVENIENCE, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**PRESTOLITE SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES arising out of or from the use of Prestolite's products by the buyer, its assignees, employees, agents, or customers.**

This Supersedes All Previous Defense Products Warranty Policies issued for PRESTOLITE®, LEECE-NEVILLE®, LOADHANDLER®, and TREKSTAR™.